

**CITY OF MIDDLETOWN-PURCHASING OFFICE ROOM 112  
MUNICIPAL BUILDING 245 DEKOVEN DRIVE  
MIDDLETOWN, CT 06457  
(860) 638-4895  
(860- 638-1995) Fax**



**CITY OF MIDDLETOWN  
REQUEST FOR QUALIFICATION STATEMENT**

**#2013-016**

CONSULTING SERVICES TO PROVIDE DESIGN SERVICES FOR  
WESLEYAN HILLS / WESLEYAN UNIV. MULTI USE TRAIL  
State Project No. 82-311

PLANNING, CONSERVATION AND DEVELOPMENT DEPARTMENT

QUALIFICATIONS DUE BY: THURSDAY, SEPTEMBER 19, 2013 at 3:00 P.M.

QUESTIONS: Contact the Purchasing Office at 860-638-4895

Carl Erlacher  
Director of Finance

## TABLE OF CONTENTS

	Page
I. Invitation to Submit Qualifications	3-4
II. Project Description	5
III. Scope of Services	5-8
IV. Additional Information	8-10
V. Submission of Qualification Statements	10-11
VI. Method of Selection/Criteria for Award	11
VII. General Terms and Conditions	12-13
VIII. Signature Page	14-17
IX. Non Collusive Statement	18
X. Equal Opportunity	19-20
X. Attachments	
A. Insurance Requirements	

**REQUEST FOR QUALIFICATION STATEMENT  
CITY OF MIDDLETOWN, CONNECTICUT**

The City of Middletown is seeking to engage a Consulting Engineering to provide design services for the preparation of contract plans and documents for the following MAP-21 Transportation Alternatives project entitled: **Wesleyan Hills – Wesleyan University Multi-Use Trail**. Qualification Statements, addressed to the Supervisor of Purchases, City of Middletown, c/o the Purchasing Office, Room 112, Municipal Building, Middletown, Connecticut 06457, will be accepted until **Thursday, September 19, 2013 at 3:00 pm** for the following transportation project:

**RFQ #2013-016  
Consulting Services To Provide Design Services For  
Wesleyan Hills / Wesleyan Univ. Multi Use Trail  
State Project No. 82-311**

The proposed project consists of design, construction, and inspection of a 2 mile, multi use linear trail and support amenities along the trail to include landscaping, signage, rest areas, bike parking areas, fencing etc. Trail may include off road and in road segments. Trail will traverse rural areas and a major university. Federal funding has been secured with a 20 % local match. The location of the trail is displayed on the conceptual plan prepared by the Department of Planning, Conservation and Development and can be viewed in the Department at the municipal building.

The Consulting Engineering firm may also be required to provide survey, prepare environmental documents and perform construction inspection. The projected construction cost is expected to cost in the range of **\$700,000** based on **2012** prices.

The Consulting Engineering firm and sub consultants will be evaluated and selected based on design and technical competence, the capacity and capability to perform the work within the time allotted, past record of performance and knowledge of Federal, State and City procedures, appropriately weighted in descending order of importance.

The design fee will be negotiated on a Lump Sum basis. Firms responding to this request should be of adequate size and sufficiently staffed to perform the assignment described above. The DBE sub consultant goal will be no less than 10% of the final agreement value. The selected firm must meet all City, State and Federal affirmative action and equal employment opportunity practices.

A letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF 330, experience of the firm, and resumes of key personnel should be addressed to: Donna Imme, Supervisor of Purchases.

Additionally, all interested firms must submit a detailed statement including the organizational structure under which the firm proposes to conduct business. Proposed sub consultants should be clearly identified. The relationship to any "parent" firm or subsidiary firm, with any of the parties concerned, must be clearly defined.

Personnel in responsible charge of the project will be required to possess and maintain a valid CT PE License and/or valid CT Landscape Architect license. Field Inspector shall possess a National Institute for Certificate in Engineering Technology (NICET) level III Certificate or valid CT PE License. All letters of interest must be received

by Supervisor of Purchases, Room 112, City of Middletown, 245 deKoven Dr., Middletown CT 06457 no later than the date and time specified. Responses received after this date will not be considered.

Qualification Statements may be obtained at the Office of the Supervisor of Purchases, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut 06457, Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: [www.MiddletownCT.gov](http://www.MiddletownCT.gov)**. All questions concerning this request must be directed to the office of the Supervisor of Purchases at (860) 638-4895.

Qualification Statements, amendments to or withdrawals of qualification statements received after the time set for the receipt of proposals will not be considered.

Qualification Statements are subject to and must comply with the equal opportunity and nondiscriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **08/22/2013**  
Middletown, Connecticut

---

**Donna Imme, CPPB**  
**Supervisor of Purchases**

## **RFQ #2013-016**

### **Consulting Services to Provide Design Services For Wesleyan Hills / Wesleyan Univ. Multi Use Trail State Project No. 82-311**

#### **PROJECT DESCRIPTION**

The proposed project consists of design, construction, and inspection of a 2 mile, multi use linear trail and support amenities along the trail to include landscaping, signage, rest areas, bike parking areas, fencing etc. Trail may include off road and in road segments. Trail will traverse rural areas and a major university. Federal funding has been secured with a 20 % local match. The location of the trail is displayed on the conceptual plan prepared by the Department of Planning, Conservation and Development in that office at the City of Middletown Municipal Building.

The Consulting Engineer must be licensed in Connecticut and may be required to provide survey, prepare environmental documents and perform construction inspection. The construction cost is expected to be in the range of **\$700,000**.

#### **SCOPE OF SERVICE**

The Engineer, in connection with the improvements described herein, shall perform in a satisfactory and proper manner in accordance with standard civil engineering practices as used in the industry as determined by the City and shall provide the following services as described more specifically herein.

- A. SURVEY
- B. DESIGN
- C. CONSTRUCTION CONTRACT ADMINISTRATION SERVICES
- D. CONSTRUCTION INSPECTION SERVICES
- E. ADDITIONAL SERVICES

#### **A. SURVEY**

Survey services may be required pursuant to this contract. Should these services be required the following types of work shall be furnished upon written authorization of the City only.

1. Perform all engineering investigations, field surveys and office work to secure any data not obtained from information furnished by the City for the project.
2. Perform all surveys and mapping required for the preparation of preliminary and final plans and specifications for the project.
3. Prepare easement and taking maps and descriptions for any rights of way and required easements.

4. Prepare any necessary maps that may be required for obtaining any permits from Federal, State and Local agencies.

## **B. DESIGN**

Provide design services; prepare contract bid documents, plans, specifications, preliminary and final cost estimates for advertisement for bids.

### **DESIGN:**

1. Prepare plan/profile sheets.
2. Prepare cross sections.
3. Prepare detail sheets.
4. Prepare construction cost estimates.
5. The plans shall be submitted to all City & State regulatory agencies and to the interested public. Changes to the plan will be made as mandated or as appropriate. Attend a minimum of two Public Information Meetings.
6. Utilize all City standards in preparation of final plans, specifications, and other contract documents. Design work shall be shown on plans at a scale determined by the City. All plans, profiles, and cross sections shall be drafted to utilize standard scales and symbols.
7. All construction specifications shall conform to Connecticut DOT Form 816, "Standard Specifications for Roads, Bridges and Incidental Construction", as supplemented, amended or revised. Any additional specifications shall be written in the 816 format.
8. Prepare, submit and obtain all necessary permits from City and State regulatory agencies.
9. Provide bid assistance to include the review of all bids received and make a recommendation for award.

Compensation for the above services shall be made based upon **lump sum fee basis**.

## **C. CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

Furnish complete consultation and advice during the construction phase which shall include but shall not be limited to:

1. Analysis and review of all job problems
2. Check and approve shop drawings.

3. Keep records of project correspondence, cost, etc.

#### **D. CONSTRUCTION INSPECTION SERVICES**

Provide **full time** resident engineer or engineers to provide services to include but not limited to the following:

1. Conduct on-site observations of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents and forthwith report to the City.
2. Direct field tests performed by outside testing companies.
3. Check field layout of work.
4. Prepare reports required by the City.
5. Make field inspections required by the above.
6. Monitor contractor's progress schedule.
7. Review schedule of values prepared by the contractor.
8. Arrange schedule and attend construction progress meetings and other job conferences.
9. Maintain and circulate copies of minutes thereof.
10. Assist in the interpretation of the contract documents.
11. Advise contractor or his superintendent of commencement of work.
12. Provide written reports for City review for any work that is unsatisfactory, faulty or defective.
13. Preparation of change orders on a City approved form
14. Review monthly cost estimates.
15. Direct field engineering and inspection work

Resident Engineering services shall be negotiated on a **cost plus basis**. Consultants are advised that the above Scope of Services may be modified upon the mutual agreement of the parties.

### **E. ADDITIONAL SERVICES**

The Engineer may be required to provide additional services to the City which shall include but shall not be limited to the following:

1. Prepare easement maps.
2. Coordinate subsurface explorations and undertake extra work as dictated by unforeseen field conditions.
3. Authorization to provide such additional services shall be subject to written authorization only.

### **TIME OF PERFORMANCE**

Services shall commence upon the award of this contract. Resident Engineering Services shall commence when the general contractor for the construction starts the work as directed by the City. Consultant shall submit his/her estimate of number of calendar days for each phase

### **STATEMENT OF UNDERSTANDING / PROJECT SCOPE**

The consultant shall include a detailed statement of the firm's understanding of the requirements of this request detailing the firm's approach to provide for services as specified.

### **ADDITIONAL INFORMATION**

#### **1. EXECUTION OF CONTRACT:**

The City of Middletown will review qualification statements and interview consultants within thirty (30) to sixty (60) working days from receipt. An agreement and method of compensation will be negotiated with the selected consultant within sixty (60) to one hundred and twenty (120) consecutive calendar days from receipt of notification of award.

#### **2. EVALUATION AND SELECTION:**

The City of Middletown shall establish a consultant selection committee.

The committee shall review all qualification statements received and short list or reduce the number to the five (5) most qualified firms. Selected firms shall then be notified in writing. The committee shall then interview and rate the five (5) most qualified firms. If five (5) or less firms respond, all of the firms shall be interviewed.



Firms selected to interview shall prepare an oral presentation not to exceed twenty (20) minutes. The presentation shall address the following:

- a. Discuss the firm's technical approach to provide survey, design resident engineering services.
- b. Discuss the firm's qualifications and experience to provide the services as specified
- c. The Purchasing Department will schedule the time and location of the interview
- d. Offerors who are not invited to participate in this interview process shall be notified in writing

The firm receiving the highest ranking shall then be forwarded to the State of Connecticut Department of Transportation for approval.

Following State approval of the consultant selection, an assignment meeting will be scheduled by the Department at which all parties, to include State, Town and consultant, shall agree upon a detailed Scope of Services and fee proposal format.

Fee negotiations shall comply with the requirements of Agreement Bulletin 91-3, dated 7/15/91, "Pre-Award Auditing of Consultants" and shall follow an open and competitive process.

All finalists will be notified in writing of the final consultant selection following State approval of the negotiated fee.

### **3. QUESTIONS:**

No oral interpretations shall be made to any respondent as to the meaning of any of these documents or to be effective to modify any of the provisions of this request. Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Department of Finance, c/o Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut 06457**. Questions may be emailed at [purchase@middletownct.gov](mailto:purchase@middletownct.gov) or sent via facsimile 860-638-1995

To receive consideration, such questions shall be submitted in writing no later than **Tuesday, September 10, 2013 by 4:00 pm.**

The Supervisor of Purchases will arrange as addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five (5) days prior to the receipt of qualifications, the Supervisor of Purchases will post a copy of said addenda at [www.middletownct.gov](http://www.middletownct.gov).

Non-receipt of said addenda shall not excuse compliance with said addenda. **Please note it is the responsibility of each respondent to determine whether any addenda have been issued and if so whether he/she has received a copy of each. All addenda and/or updated information will be posted to our city website at [www.middletownct.gov](http://www.middletownct.gov). Bidders are required to visit our website to acknowledge all updates and said addenda's.**

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

**4. RECEIPT OF QUALIFICATION STATEMENTS:**

Pursuant to the "Invitation to Submit a Qualifications", Qualification Statements for providing services will be received by the Purchasing Department, Room 112, at the time and date set forth therein with the award to be made as soon as practicable thereafter. Qualification Statements received prior to the date set for receipt will be securely kept. Qualification Statements received by the time set for receipt will be opened and recorded by the Supervisor of Purchases at the exact time set for receipt irrespective of any irregularities therein. Respondents and or their representative and any interested public may be present.

Qualification Statements must be signed and acknowledged by the respondent where indicated; submitted in an envelope using the bid label provided.

**5. QUALIFICATIONS REQUIRED:**

Personnel in responsible charge of this project shall be a professional engineer registered in the State of Connecticut. Field inspector shall possess a State of Connecticut level III Certificate (Senior Engineering Technician National Institute for Certification in Engineering Technology) (NICET).

<b><u>SUBMISSION OF QUALIFICATION STATEMENTS</u></b>
--

**1. COPIES REQUIRED:**

The Consulting firm shall be required to submit four (4) original copies of their qualifications for these services to the Office of the Supervisor of Purchases by the time and date specified.

Fees for design services shall be negotiated on a lump sum basis following consultant qualification and selection.

**2. QUALIFICATION STATEMENT:**

The Consultant shall be required to submit the following information with their qualification statement, assembled in the order presented:

- A. Letter of Transmittal from each firm. The Letter of Transmittal shall indicate the firm's interest in the project, brief summary of their related experience, and any other information that would assist the City in making its selection. Submit a firm brochure if available.
- B. Qualifications summary to be submitted on GSA Document #SF330.
- C. Resumes of key personnel assigned to the project.
- D. Submit a detailed statement or Project Scope of the organizational plan proposed including the firm's technical approach to provide the services as specified.

- E. Summary of the firm's related experience.
- F. Staff assignment task chart detailing staff assignment by task and qualifications.
- G. Signature page to be submitted on the form provided to include:
  - 1. Firm Name
  - 2. a. Address of local office  
b. Address of principal office
  - 3. Telephone Number
  - 4. Name and Title of contact individual
  - 5. Individual with contractual authority
  - 6. Type of ownership - corporation, partnership, etc.
  - 7. Type of firm - engineering, environmental, or combination
  - 8. Year firm established
  - 9. If work shall be provided by joint venture provide back ground information to include qualifications and experience with a statement regarding their project assignment
  - 10. Nature of firm's principal business.

<b><u>METHOD OF SELECTION FOR CRITERIA FOR AWARD</u></b>
--

The following factors will be considered by the City of Middletown in evaluating the qualification statements submitted for award. The factors to be evaluated will not necessarily be evaluated in the order in which they are presented but will be appropriately weighted in descending order of importance.

- The technical competence of the firm;
- The firm's experience on similar projects;
- The firm's qualifications and experience of key personnel;
- Reputation of the firm based on references;
- Technical Approach - the firm's responsiveness to meet or exceed the specifications;
- Schedule application/validity - the firm's current workload and ability to provide the services within the time allotted;
- Professional qualifications of the project manager and resident inspector assigned to the project and his/her compliance to the licensing or certification requirements described herein;
- The firm's knowledge of federal, state and city procedures.

Consultant evaluation and selection shall be completed in accordance with the procedure outlined above, item #2.

## **GENERAL TERMS AND CONDITIONS**

Any prospective respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the request for qualifications.

1. Acceptance or Rejection by the City of Middletown - The City of Middletown reserves the right to accept and or reject any or all qualification statements submitted for consideration to serve the best interests of the City of Middletown. Offerors who's qualification statements are not accepted shall be notified in writing.

2. Ownership of Documents - All qualification statements submitted in response to this RFQ are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).

3. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ is to be the sole property of the City of Middletown unless stated otherwise in the RFQ or contract.

4. Timing and Sequence - Timing and sequence of events resulting from this RFQ will ultimately be determined by the City of Middletown.

5. Oral Agreements - Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.

6. Amending or Canceling Requests - The City of Middletown reserves the right to amend or cancel this RFQ, prior to the due date and time, if it is in the best interest of the City to do so.

7. Rejection for Default or Misrepresentation - The City of Middletown reserves the right to reject the proposal of the consultant which is in default of any prior contract or for misrepresentation.

8. City's Clerical Errors in Awards - The City of Middletown reserves the right to correct inaccurate awards resulting from its clerical errors.

9. Rejection of Qualified Qualification Statements - Qualification statement are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ.

10. Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.

11. Contract Requirements - A formal Town/Consultant Agreement will be entered into with the consultant selected. The contents of the proposal submitted by the successful respondent and the RFQ will become part of any contract award.

Town / Consultant agreements will comply with the requirements of Agreement Bulletin 90-8, "Procedure for Consultant of Contracting Engineer Agreements", and Agreement Bulletin 89-1, "Audit Requirements in Consultant Agreements", Agreement Bulletin 89-14, "Liability Insurance", Agreement Bulletin No. 88-11, "Professional Services Liability Insurance", Agreement Bulletin 88-11, "Professional Liability Insurance", and Agreement Bulletin 88-3, "Contract Price Adjustments and Payroll Certification".

12. Rights Reserved to the City of Middletown - The City of Middletown reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical

defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

13. Withdrawal of Qualification Statements - Negligence on the part of the respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.

14. Assigning, Transferring of Agreement - The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

15. Cost of Preparing Qualification Statements - The City shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statement shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

16. Definition of Terms - For the purpose of this proposal whenever the word "respondent" appears it shall refer to "consultant" and whenever the word "consultant" appears it shall refer to "respondent".

17. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

**RFQ #2013-016**  
**CONSULTING SERVICES TO PROVIDE DESIGN SERVICES OR**  
**WESLEYAN HILLS / WESLEYAN UNIV MULTI USE TRAIL**  
**State Project No. 82-311**

**SIGNATURE PAGE**

**Issued 08/22/2013   Reply Date: Thursday, September 19<sup>th</sup>, 2013 at 3:00 P.M.**

To:     Donna L. Imme, CPPB  
         Supervisor of Purchases  
         Room 112, Municipal Building  
         245 DeKoven Drive  
         Middletown, Connecticut

We, the undersigned submit our qualifications for consultant services to provide design engineering services for the **WESLEYAN HILLS / WESLEYAN UNIV. MULTI USE TRAIL** in accordance with the Scope of Services outlined in this request, and as further modified by negotiation, and submit for your consideration the following:

**RESPONDENT CHECKLIST**

We have submitted the following for your review:

1.                    Letter of Transmittal
2.                    GSA Form #SF330
3.                    Summary of Firm's Experience
4.                    Resumes of Key Personnel
5.                    Task Assignment Chart
6.                    Affirmative Action Experience  
                      Summary & Affirmative Action  
                      Policy Statement & Plan
7.                    Submit **four (4) Copies** of Qualification  
                      Statement (Incorporate all of the requirements  
                      set forth in the section entitled "Submission  
                      of Qualification Statements")
8.                    Non Collusive Statement

**Receipt of Addenda is acknowledged:**

**Addendum No.** \_\_\_\_\_ **Date** \_\_\_\_\_

We are submitting the above fee schedule in accordance with your Scope of Services and Proposal Requirements.

We understand that the proposal page must be signed by an authorized agent of our organization to constitute a valid request for proposal.

**PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank you.**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Corporation Name** (if applicable)

\_\_\_\_\_  
**Company Name**

**Mailing Address:**

**Payment Address (If different from mailing addr.):**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
City, State and Zip

**FEIN NUMBER:** \_\_\_\_\_ -- \_\_\_\_\_

**Type of Organization:**  
**(Please Check One)**

\_\_\_\_\_ **Individual / Sole Proprietor**

\_\_\_\_\_ **Limited Liability Company**

\_\_\_\_\_ **Corporation**

**Contact Information**

**Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Additional Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Website:** \_\_\_\_\_

SIGN HERE: I hereby certify that the above information is correct.

\_\_\_\_\_  
Print or Type Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 18)**

**Firm Information:**

Type of Ownership: Corporation, Partnership, Etc.

\_\_\_\_\_

**Nature of Firm's Principal Business:**

\_\_\_\_\_

**Type of Firm - Architectural, Engineering, Environmental, Combination or Other:**

\_\_\_\_\_

**Joint Venture:**

**(To be completed for those firms submitting a proposal as a joint venture assignment.)**

**Name of Organization:** \_\_\_\_\_

**Address of Local Office:** \_\_\_\_\_

**Address of Principal Office:** \_\_\_\_\_

**Name and Title of Agent Submitting Proposal (Who may be contacted with questions regarding this proposal):**

\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Name and Title of Individual with contractual authority:**

\_\_\_\_\_

**Firm Information:**

Type of Ownership: Corporation, Partnership, Etc.



---

**Nature of Firm's Principal Business:**

---

**Type of Firm - Architectural, Engineering, Environmental, Combination or Other:**

---

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

## **EQUAL OPPORTUNITY EMPLOYMENT**

### **CHAPTER 26, CONTRACTS**

#### **ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.**

##### **26-1 Contract Provisions Required**

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

##### **26-2 Enforcement Officer**

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

##### **26-3 Provisions to be Included**

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups ) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

##### **26.4 Notices to be posted on project site.**

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

## **26.5 Subcontractors and Suppliers**

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

## **26.6 Effect on other laws**

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

**(4/7/80; 3/8/93, 11/1/02, 2/3/03)**

## APPENDIX B – INSURANCE REQUIREMENTS

### REQUEST FOR QUALIFICATION STATEMENT #2013-016 CONSULTING SERVICES TO PROVIDE DESIGN SERVICES FOR WESLEYAN HILLS / WESLEYAN UNIV. MULTI USE TRAIL PLANNING, CONSERVATION AND DEVELOPMENT DEPARTMENT

#### A. GENERAL REQUIREMENTS:

**VENDOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of **VENDOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. **VENDOR** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during **VENDOR'S** responsibility under this contract.

**VENDOR**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. Upon request, **VENDOR** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

**In order to facilitate this requirement for insurance, it is recommended that VENDOR forward a copy of these requirements to their insurance representative(s).**

#### B. SPECIFIC REQUIREMENTS:

##### (1) Workers' Compensation Insurance -

**VENDOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$100,000 Disease, Each Employee

##### (2) Commercial General Liability Insurance -

**VENDOR** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

##### (3) Business Automobile Liability Insurance -

**VENDOR** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(4) **Professional Liability Insurance –**

**VENDOR** shall carry Professional Liability Insurance in an amount of not less than \$1,000,000.

**C. SUBCONTRACTORS REQUIREMENTS:**

**VENDOR** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by **VENDOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

**VENDOR** shall require that the City of Middletown be named as an Additional Insured on all subcontractors and independent contractors insurance, except Worker's Compensation and Professional Errors and Omissions coverage, before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

**VENDOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

**D. OTHER**

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE  
APPROVED AS TO FORM:**

---

**DAWN M. WARNER  
RISK MANAGER**

**May 16, 2013  
DATE**

## Bid Return Label

**Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.**

**Official Documents Enclosed:**

**RFP #2013-016 – Request for Qualification – Consulting Services to Provide Design Services for Wesleyan Hills/Wesleyan Univ. Multi Use Trail  
State Project No. 82-311**

**Return Date: Thursday, September 19<sup>th</sup>, 2013 at 3:00 pm**

**City of Middletown Purchasing Department  
Municipal Building Room 112  
245 DeKoven Drive  
Middletown, CT 06457-**

